

GUILFORD COUNTY

7661

NORTH CAROLINA

AMENDMENT TO THE MEMORANDUM OF EMPLOYMENT AGREEMENT
(CITY ATTORNEY)

THIS AMENDMENT TO THE MEMORANDUM OF EMPLOYMENT AGREEMENT hereinafter ("Amendment") is made and entered into this 21st day of February, 2014, by and between S. Mujeeb Shah-Khan ("Shah-Khan"), and the City of Greensboro, a North Carolina municipal corporation (the "City").

WITNESSETH

WHEREAS, on April 19, 2012, the parties executed an employment agreement hereinafter "Agreement" whereby Shah-Khan would be employed as the City of Greensboro City Attorney and

WHEREAS, the Agreement was amended on May 1, 2012, to alter Shah-Khan's start date.

WHEREAS Shah-Khan has decided to resign his employment as the City of Greensboro City Attorney effective 7:00 p.m., February 21, 2014.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto it is hereby mutually agreed that the Agreement shall be amended as follows:

- 1 Section 5 of the Agreement is amended as follows

SECTION 5 TERMINATION AND SEVERANCE PAY

The City Council will generally follow the policies and procedures with regard to the corrective action of the City Attorney.

In the event that the City Attorney is terminated or resigns from employment by ~~action of the City Council, including the consolidation of the City with another governmental entity.~~ the City agrees to pay the City Attorney his current salary for a period of ~~three (3) six (6)~~ months payable in installments at the same time as other full-time employees. However, if the City Attorney is terminated because of his conviction of a crime directly or indirectly involving his employment due to illegal acts involving personal gain arising out of his performance of the position of City Attorney, or due to an act of moral turpitude directly or substantially impairing his ability to reasonably perform his duties, then Employer shall have no obligation to pay severance for said period.

- 2 A new Section 7 is inserted into the Agreement as follows

SECTION 7 COOPERATION & RELEASE

A Cooperation

Shah-Khan agrees to make himself available at reasonable times and places for interviews, consultations and/or testimony during which he will provide to the City, or its designated attorneys or agents, any and all information known to him regarding or relating to the City or his activities on behalf of the City in regard to any subject matter on which his cooperation is sought, as well as provide any and all documents or electronically stored information available to him relating to such subjects. Shah-Khan's obligation to cooperate with the City extends to any action brought or purportedly brought on his behalf.

B Release

Shah-Khan, for himself, his heirs, representatives, successors and assigns, does hereby irrevocably and unconditionally release, acquit and forever discharge (i) the City, its predecessors and successors, and (ii) its current and former supervisors, managers, attorneys, agents, council members, mayor and members of any affiliated boards and commissions (the "Released Parties"), from any and all claims, demands, causes of action, suits and liabilities that he may have against the Released Parties, whether collectively or individually, to and including the date of this Agreement, including without limitation claims arising from, out of or otherwise relating to his employment and the termination of his employment on February 21, 2014, including without limitation lost wages or salary, future lost wages or salary, lost benefits, future lost benefits, embarrassment, emotional stress, personal injury, medical claims or other mental or physical injuries which arise out of any conduct by the Released Parties prior to the Effective Date of this Release. This release includes any and all claims, demands, grievances, causes of action, suits and liabilities of every kind, character and description whatsoever, both legal and equitable under federal, state or local government statutes or ordinances, or under common law, whether known or unknown, including without limitation claims for compensatory damages, liquidated damages, statutory damages, punitive damages, back pay, front pay, promotion, reinstatement, attorney's fees and costs. This release specifically includes without limitation claims that might be brought under Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Americans with Disabilities Act of 1990, as amended ("ADA"), the Age Discrimination in Employment Act, as amended (the "ADEA"), the Family and Medical Leave Act as amended ("FMLA"), the Genetic Information Nondiscrimination Act of 2008, as amended ("GINA"), the Fair Labor Standards Act, as amended ("FLSA"), the North Carolina Equal Employment Practices Act, N.C. Gen. Stat. § 168A-1 et seq., as amended, the North Carolina Retaliatory Employment Discrimination Act, N.C. Gen. Stat. § 95-240 et seq., as amended ("REDA"), and the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-251, et seq., as amended. As to a claim or potential claims under ADEA, this release applies only to existing rights, claims or potential claims, and does not apply to any

rights, claims or potential claims of Shah-Khan that arise after the signing of this Agreement

- 3 It is expressly agreed by the parties that this Amendment is supplemental to the Agreement dated April 19, 2012, which is made a part by reference, and all terms, conditions and provisions of the Agreement, unless specifically modified, are to apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated and included herein
- 4 In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any provisions of the Agreement dated April 19, 2012, the provisions of this Amendment shall in all respects govern and control

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

By Nancy Vaughan
NANCY VAUGHAN
MAYOR

By R. L. Lusk
RICK LUSK
FINANCE DIRECTOR

Attest

By Betsey Richardson
BETSEY RICHARDSON
CITY CLERK

By S. Mujeeb Shah-Khan
S MUJEEB SHAH-KHAN

Approved as to legal form

By Tamiah Waterman
TAMIAH WATERMAN
H R ATTORNEY